

COLLECTIVE NEGOTIATED AGREEMENT

Bordentown Township Fire District No.2

Board of Fire Commissioners

And

**Burlington County Professional Firefighters
Association**

IAFF Local 3091

**International Association of Firefighter's
AFL-CIO**



**Covering the Period Between
January 1, 2018 and December 31, 2020**

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page #</u>
	Preamble	4
	Purpose	5
1	Recognition	6
2	Non-Discrimination	7
3	Local Rights and Responsibilities	8
4	IAFF Business Leave	11
5	Dues Deduction and Agency Shop	12
6	Maintenance or Operations	14
7	Management Rights and Responsibilities	15
8	Grievance Procedure	17
9	Acting Out of Title	21
10	Hours of Operation	23
11	Recruit Firefighter	24
12	Overtime	26
13	Vacation Leave	29
14	Personal Leave	31
15	Compensatory Time	32
16	Sick Leave & Disability	33
17	Sick Leave Incentive	36
18	Injury Leave	37
19	Holidays	39
20	Military Leave	41
21	Leave of Absence	42
22	<u>Separation of Employment</u>	43

23	Economic Benefits	44
24	Health Benefits and Hospitalization	47
25	Maintenance of Benefits	49
26	Workers Compensation Insurance	50
27	Uniforms and Firefighting Equipment	51
28	Education and Training	53
29	Salaries	55
30	Employee Representation	57
31	Bereavement Leave	58
32	Safety Clause	59
33	Personnel Files	60
34	Statutory and Legal Rights	61
35	Jury Duty	62
36	Court Appearance	63
37	Retirements	64
38	Death Benefits	66
39	Layoffs	67
40	Maintenance of Standards	68
41	No-Strike Pledge	69
42	Retroactive Pay	70
43	Terms and Renewal	71
APPENDIX - A	Health Care Payment Plan Chart	72
APPENDIX - B	IAFF Union Dues Deduction Authorization Form	73
APPENDIX - C	Compensatory Time Earned Request Form	74

Board

BMP

IAFF

JS

Preamble

This Agreement made the 5th day of February, in the year 2019 between the Board of Fire Commissioners, Fire District No.2, for the Township of Bordentown within the State of New Jersey, - hereinafter referred to as the "*Board*", "*Management*", "*District*" or "*Fire District*", party of the first part,

AND

The Burlington County Professional Firefighter's Association, IAFF Local 3091, hereinafter referred to as the "*IAFF*", "*Association*", "*Local*" or "*Union*", party of the second part.

Witnesseth,

Whereas, the District and the IAFF agree that the duration of this Agreement shall be for a period of three (3) years commencing January 1, 2018 and ending December 31, 2020. This Agreement shall remain in full force and effect during collective negotiations between the parties beyond the date of expiration (December 31, 2020) as set forth herein until the parties have mutually agreed upon a new Agreement.

Board

 IAFF



Purpose

This Agreement is entered into with the Board to promote and ensure harmonious relations, cooperation, and understanding between the Board and its Local represented employees; to provide for the resolution of legitimate grievances; all in order that the public service shall be expedited and effectuated in the best interests of the residents of Fire District Number 2 and the Township of Bordentown, the Board of Fire Commissioners District Number 2 and its employees.

Article 1
Recognition

- A. The District hereby recognizes IAFF Local 3091, Burlington County Professional Firefighters Association, as exclusive Bargaining agent for all full-time paid employees of the Fire District. The following are excluded from the bargaining unit:
1. All Chief officers,
 2. Fire Captain - when removed from 24 hour rotation and made a Confidential Employee.
- B. The parties hereto agree that the IAFF has the right to negotiate concerning salaries, hours of work, type of shift and other terms and conditions of employment, including, but not limited to fringe benefits, healthcare benefits, working conditions and grievances for the personnel covered by this Agreement.
- C. The District shall advise the IAFF in writing when it creates a new position or title in the District's Fire Department. The parties may agree to add a newly created title to the bargaining unit covered by this Agreement or, if the parties fail to reach Agreement on the newly created position or title, the matter shall be submitted to the Public Employment Relation Commission ("PERC") for resolution.

Board



IAFF



Article 2
Non-Discrimination

- A. There shall be no discrimination by the Board or the Local against any employee because of race, color, creed, age, sex, national origin, marital status, membership or non-membership in the Local, and participation or lack thereof in legal Local activities as permitted herein.

- B. The Board shall not discriminate against any employee because of political affiliation or activity, except as is consistent with State and Federal Laws.

Article 3

Local Rights and Responsibilities

- A. The District agrees to make available to the IAFF any and all public documents in the same manner in which public documents are made available to the general public.
- B. The District agrees to permit the IAFF to use a designated area in the Fire Station for office equipment, storage of IAFF filing cabinets and related items if/when needed.
- C. The District agrees to allow use of the station to hold any monthly meetings for Burlington County Professional Firefighters Association.
- D. The District agrees to permit the IAFF the use of one (1) bulletin board within the fire station for posting of notices concerning IAFF business activities. Such notice shall not contain obscene, defamatory or offensive language.
- E. The District shall permit the IAFF reasonable use of the office equipment, including but not limited to, the copy machine, fax machine, computers and any other clerical items during such time that they are not being used for District business.
- F. The District shall permit all IAFF members to display one (1) IAFF, PFANJ OR Local 3091 decal on their fire helmet, and to display a maximum of two (2) IAFF/PFANJ decals on the fire apparatus.
- G. Nothing shall abridge the right of any duly authorized representative of the IAFF to present the views of the IAFF to citizens of the District on issues which affect

the welfare of the IAFF, as long as it is performed while off duty and not in District supplied uniforms.

- H. The IAFF shall be allowed to solicit and advertise for any function they may hold in accordance with existing State Union office rules, regulations and statutes. The IAFF will notify the District when they engage in these activities so that the District is aware of any ongoing solicitation and/or advertisement in the area.
- I. The President, Vice-President Secretary, Treasurer and/or Delegate of the IAFF shall be granted administrative leave without loss of pay, to attend conferences, conventions and monthly meetings within the PFANJ/IAFF.
- J. The Shop Steward of Shop 32 shall be granted leave without loss of pay, to attend monthly local meetings.
- K. Copies of disciplinary charges or other notices relating to disciplinary action against a Firefighter/Fire Officer shall be furnished to the Shop Steward within seventy-two (72) hours of the presentation of the charges.
- L. Whenever an employee is to be questioned by a supervisor and that employee reasonably believes that disciplinary action may occur as a result, he/she shall have the right to request a representative of the Association to be present at all stages of the questioning. If an employee requests and is denied representation at any stage of questioning, any statements made by the employee or "fruits" derived from the statements cannot be used against said employee to support any disciplinary action.
- M. Upon notification of his/her union representative the parties agree to allow a reasonable amount of travel time for arrival of the representative to the place of

Board

Bmf

IAFF

R

questioning. The amount of reasonable time will be decided upon location of representative notified.

- N. The Local will provide its members with a copy of this Agreement.
- O. The District and the Association shall form a Labor/Management Relations Committee, which will meet in accordance with the by-laws of that committee.

Article 4
IAFF Business Leave

- A. Negotiations: The IAFF Negotiations Committee shall be permitted to change shift assignments for all meetings between the Commissioners and the IAFF for the purpose of negotiating the terms of an Agreement, when such meetings take place at a time during which such employees are scheduled to be on duty. The District shall incur all overtime for this article if required.
- B. The negotiations committee shall consist of three (3) members of the IAFF and any executive officers or members of the State Office of the IAFF.
- C. The President, Vice-President and/or Delegate of the IAFF shall be given time off to attend monthly meetings, and/or special meetings which may be called by the PFANJ or the IAFF
- D. The District further agrees that two (2) union officials the President, Vice-President, Secretary, Treasurer and/or Delegate of the IAFF shall be given time off to attend PFANJ and/or IAFF Conventions without loss of pay in accordance with the provisions of N.J.A.C. 4A:6-1.13.
- E. If any two (2) union officials are assigned to the same shift, one (1) member/official may be allowed to leave to attend any meeting, special meetings, conferences, and workshops unless approval has been given by the District for both members/officials for time off.
- F. The District agrees to allow same benefits as described in section above to any member who holds executive office within the PFANJ or the IAFF. The following positions are President, Vice-President, Secretary and Treasurer.

Article 5
Dues Deduction and Agency Shop

- A. Upon receiving the written voluntary authorization and assignment of an employee covered by this Agreement, in a form agreed upon by both parties and consistent with applicable law(s) outlined in Appendix Chart (C) page 71, the District agrees to deduct membership dues and any initiation fees in such amounts as shall be fixed pursuant to the By-Laws and Constitution of the IAFF during the full term of this Agreement and any extension or renewal thereof. The District shall promptly remit the bi-weekly and any other amounts so deducted to the IAFF or its assigned checking account with a written list of deductions being withdrawn from each member.
- B. If during the life of this Agreement, there shall be any change in the rate of the membership dues, the IAFF shall furnish to the District a written notice fourteen (14) days prior to the effective date of such change.
- C. The District shall notify the Shop Steward of the hiring of any new employee(s).
- ~~D. Any employee in the bargaining unit on the effective date of this Agreement, who does not join the PFANJ/IAFF within thirty (30) days thereafter, or any new employee who does not join the PFANJ/IAFF within thirty (30) days of commencing employment with the District, or any employee previously employed within the District as a member of the PFANJ/IAFF who does not join the IAFF within ten (10) days of reentry to the PFANJ/IAFF, shall pay a representation fee to the FANJ/IAFF by way of automatic payroll deduction. The representation fee shall be in the amount of 85% percent of the regular PFANJ/IAFF membership dues, fees and assessments. The Local may revise its certification of the amount of the~~

~~representation fee at any time to reflect changes in the PFANJ/IAFF membership dues, fees and assessments.~~

- E. The IAFF's entitlement to any representation fees shall continue beyond the termination date of this Agreement so long as the IAFF remains the majority representative of the employees in the IAFF, and provided that no modification is made to this provision by a successor Agreement between the IAFF and the District.
- F. The IAFF hereby certifies that it has established a demand and return system, which provides pro rata returns and which otherwise, meets the requirements of N.J.S.A. 34:12a-5.5 et seq.
- G. The IAFF shall indemnify and hold the District harmless against any and all claims, demands, lawsuits and other forms of liability that may arise out of, or by reason of action taken or not taken by the District in conformance with this provision. The IAFF shall intervene in and defend any administrative or court litigation concerning this provision. The District shall have no obligation to defend against this provision, but shall cooperate with the IAFF in defending against this provision.

Article 6**Maintenance of Operations**

- A. It is recognized that the need for continued and uninterrupted operation of the Board's Departments and Agencies is of paramount importance to the citizens of the community and that there should be no interference with such operation.
- B. Neither the Local nor any person acting on its behalf will cause, authorize, engage in, sanction, assist or support, nor will any of its members take part in any strike (i.e. the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part from the full, faithful and proper performance of the employees duties of employment), work stoppage, slowdown, sickout, walkout, or other illegal job action against the Board.
- C. The Local agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown or other activities aforementioned, or support any such action by another employee or group of employees of the Board.
- D. In the event of a strike, slowdown, work stoppage, sickout, or other activity aforementioned, it is agreed that participation in any such activity by any employee covered under the Agreement shall entitle the Board to take legal and statutory remedies.

Article 7**Management Rights and Responsibilities**

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, including, but not limiting the generality of the foregoing, the following rights:
- a. To the executive management and administrative control of the Board and its properties and facilities and the related activities of its employees;
 - b. To hire all firefighters, to promote, transfer, assign or retain firefighters/fire officers subject to this Agreement in the positions within the Fire District pursuant to law, and in that regard to establish reasonable work rules, except as provided in paragraph D below;
 - c. To suspend, demote, discharge or take any other appropriate disciplinary action against any firefighter/fire officer for good and just cause according to law;
 - d. To hire all firefighters and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
 - e. Firefighters/fire officers, regardless of regular assignment, may be assigned by the Fire District to perform any duty related to their job title;

f. The Fire District reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of departments and divisions of the Fire District.

- B. All employees shall be given time off without loss of pay for the purpose of taking a promotional examination and for attending his/her promotional swearing-in ceremony, including a reasonable amount of time for traveling to and from the examination and the swearing-in ceremony.
- C. Pursuant to the Laws of the State of New Jersey and of the United States, the exercise of the foregoing powers, rights, authority, duties or responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
- D. Nothing contained herein shall be construed to deny or restrict the Fire District of its rights, responsibilities and authority under N.J.S.A. 40A or any other national, state, county or local laws or regulations.
- E. If any new rules or modifications of existing rules which the Union believes violate any article and/or area covered by this agreement, the Union has the right to request a meeting with the Board to discuss the new rule or modification prior to filing any grievance. The thirty (30) day period to file a grievance shall start after decision by the board.

Article 8

Grievance Procedure

A. PURPOSE

1. The purpose of this grievance procedure is to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting the terms and conditions of this Agreement.
2. Nothing herein shall be deemed to deny the employees of their statutory rights or other legal rights concerning discipline. Nothing herein shall be deemed to deny employees of their rights to pursue any other statutory or legal remedies in lieu of resort to the grievance procedure.

B. DEFINITION

The term grievance as used herein means any controversy arising over the interpretation, application or alleged violation of this Agreement as well as policies, Agreements and administrative decisions affecting the terms and conditions of employment, and shall be raised by an employee, the local on behalf of an individual or a group of employees, or the board.

C. STEPS OF THE GRIEVANCE

In order to resolve grievances covered by this Agreement between the parties, this procedure shall be followed unless any step is waived by mutual consent.

1. STEP ONE

a. An aggrieved employee or the local on behalf of any aggrieved employee or employees or the board shall institute action under the provisions hereof within thirty (30) days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his/her immediate supervisor, for the purposes of resolving the matter informally. Failure to act within said thirty (30) days shall be deemed to constitute an abandonment of the grievance. If a resolution of the grievance has not been reached within five (5) days of the informal discussion, the grievance may proceed to STEP TWO.

2. STEP TWO

a. In the event a satisfactory settlement has not been reached at STEP ONE, the grievant may within fifteen (15) days of the immediate supervisors decision, file his/her written grievance with the Board of Fire Commissioners. The written grievance at this step shall contain the relevant facts and the summary of the preceding oral discussion, the applicable section of the Agreement, policy or administrative decision violated, and the remedy requested by the grievant.

b. The Board of Fire Commissioners shall review the matter and submit a determination in writing within thirty (30) days of the receipt of the grievance.

3. STEP THREE

a. In the event a satisfactory settlement has not been reached at STEP TWO, the grievant may within thirty (30) days of the Board's decision, request arbitration. The arbitrator shall be chosen in accordance with the Rules of PERC.

b. However, aside from emergent matters, no arbitrator hearing shall be scheduled sooner than thirty (30) days after final decision by the Board. In the event the aggrieved elects to pursue other remedies, the arbitration hearing shall be canceled and the matter withdrawn from arbitration.

c. The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him/her involved in the grievance. The arbitrator shall not have the authority to add to, subtract from, or otherwise modify this Agreement (or any amendment or supplement thereof) or render any decision in conflict with this Agreement. In formulating his/her decision, the arbitrator shall adhere to the statutory and case law of New Jersey and the United States where applicable.

d. The costs for services of the arbitrator shall be borne equally by the Local and the Board.

e. The decision of the arbitrator will be served, in writing, upon the employee or the employees aggrieved the Commissioners and the IAFF. It shall be the obligation of the arbitrator, to the Commissioners and then to the IAFF, to make his best effort to rule on the case heard by him within thirty (30) calendar days after the hearing, unless agreed to otherwise by the parties. The decision of the arbitrator shall be final and binding.

Board



IAFF



4. No response at any step in this procedure by the Board or its agents shall be deemed to be a negative response. Upon the termination of the applicable time limits the grievant may proceed to the next step.
5. Group grievances which shall be defined as those affecting "substantially" all of the members of the Local shall be filed by the Local at STEP TWO.
6. Time limits may be extended by the parties by written mutual Agreement.



Article 9
Acting out of Title

- A. Any employee who is required to perform in the capacity of a higher rank for any period of time shall be considered as acting in that title and paid at the rate of that title under this Agreement for said period of time in which he/she is acting within the title.
- B. When a promotional list for lieutenant exists, and has at least three (3) names, the highest scoring three names shall assume the acting position for their respective shifts. When any two (2) or more of those three highest scoring names are assigned to the same shift, those individuals shall be reassigned to separate shifts in order to assume the acting position.

When no promotional list for lieutenants exists, or when less than three (3) names are listed, all names appearing on the list shall assume the acting position for their respective shifts. Selection for the acting position shall continue in this manner until the acting position is filled.

The District agrees to maintain a current promotional list for lieutenant with the New Jersey Civil Service Commission; or when a list has expired, been declined due to lack of candidates, or when all candidates have been hired or removed shall apply to NJCSC for new promotional testing.

- C. The District further agrees that if overtime is required for a fire officer's position, it shall be offered to fire officer's first, then in the order of firefighter seniority.

Board  IAFF 

- D. Acting shall be required on every occasion in which there is no fire officer on duty, or the on duty fire officer is outside of the township limits. Acting out of title shall not be limited to any number of days or time periods.

Article 10**Hours of Operation**

- A. Work hours shall be twenty-four (24) hours on duty followed by forty-eight (48) hours off duty, with a start and end time of 7:00am. The only agreed exception is as described in Article 11 "Recruit Firefighter".
- B. Employees who are assigned to a twenty-four (24) hour platoon shall be scheduled to work a twenty-eight (28) day cycle. The FLSA compliant schedule whereby employees work one (1) twenty-four (24) hour day followed by forty-eight (48) hours off shall be implemented for the term of this Agreement under all existing and prevailing work conditions, unless exigent circumstances prohibit the continuance of this schedule. To make this schedule FLSA compliant an overtime block of one hundred fifty-six (156) hours annually will be provided to each employee working a twenty-four (24) hour tour. This block will be divided evenly into six (6) hours of overtime (one and one half, 1 ½) pay at the employee's base rate into the employee's twenty-six (26) bi-weekly paychecks.
- C. Any negotiated changes in schedule will have not less than thirty (30) days notice in transition period, notwithstanding emergent circumstances.
- D. Upon the conclusion of the emergent condition, the employee/shifts will return to the normal schedule within seventy-two (72) hours.
- E. If the IAFF disagrees with the nature of the circumstances for the shift change, the IAFF will file the appropriate appeal with the Public Employment Relations Commission for resolution.

Article II
Recruit Firefighter

- A. The recruit firefighter will complete an initial working test period, and three (3) working test periods upon his/her employment. The recruit will be assigned to his/her initial working test period for thirty (30) days to provide initial departmental orientation training prior to employee being assigned to the 24/48 schedule.
- B. Upon completion of the initial recruit training the new employee will be assigned to each platoon for a working test period of ninety (90) days each.
- C. Upon completion of each working test period his/her shift supervisor will complete a detailed department evaluation. This evaluation will be completed and reviewed after each working test period with the current shift supervisor, recruit, Chief, Department Captain and/or Deputy Chief, and his/her Union representative. A complete action plan will be provided to all parties if the recruit has areas that need to be addressed.
- D. Upon completion of the three (3) working test periods all evaluations will be reviewed and a final report will be completed and reviewed by all parties. The final report will be provided to the Board prior to the completion of his/her (365) day working test period as established by NJ Civil Service Commission.
- E. The recruit firefighter shall not be offered any overtime until completion of his/her first working test period one-hundred and twenty (120) days of employment.

- F. Upon employment the recruit firefighter will be advised by management the date and shift assignment to comply with the thirty (30) days transfer notification. Except in an emergency, three (3) days, seventy-two (72) hours advance notice will be given to the employee and union president for the purpose of shift changes. Emergency is hereby defined as any situation which jeopardizes the public health, benefits, safety and welfare, defined by New Jersey Law.
- G. The daytime firefighter will work a ten (10) hour/five (5) day work shift known as the five day schedule with a start time of 07:00 a.m. and an end time of 17:00 p.m. The day shift may be modified by the Chief to allow for training, however the total number of hours may not exceed 100 for a given pay period.
- H. The District agrees to pay the Recruit Firefighter; in addition to their regular base salary ten percent (10 %) additional compensation of his/her base salary for shift differential pay. The District shall include this amount divided by the number of pay periods in the initial working test period, in the employee's bi-weekly paycheck.
- I. All newly hired firefighters, regardless of the list or method of hiring, shall be considered "recruit" for the first 365 days of employment.

Article 12
Overtime

- A. Employees shall be compensated for overtime or compensatory time computed at a rate of time and one-half (1 1/2) based on their normal work schedule for any duties performed above normal work hours or days. The member will be allowed to choose the manner in which they will be compensated.
- B. An employee who is ordered in and recalled to work overtime for any reason by the District or their designee or for any emergency by any authorized fire suppression officer within Fire District #2, shall receive a minimum four (4) hours of overtime pay, computed at time and one-half (1 1/2) of the employee's pay rate. Any employee not so ordered or recalled will not be subject to this minimum recall pay for time spent in fire suppression activity.
- C. Paid firefighters shall have the right of first refusal with regards to any overtime situation created through the use of bereavement leave, sick leave, vacation leave, injury leave or any other cause for overtime sanctioned by the District.
- D. The District further agrees that if overtime is required for a fire officer's position, it shall be offered to fire officer's first, then in the order of firefighter seniority.
- E. In the event that the fire officer and senior firefighter are off the same shift, overtime will be offered to fire officer's first, then in the order of firefighter seniority.

- F. In the event that the fire officer and any other member (non-senior firefighter) are off the same shift, overtime will be offered to the fire officer's first. If no fire officer is available then the overtime will be offered to the firefighters following the correct current overtime list.
- G. In the event that two (2) firefighters are off the same shift, overtime will be offered to firefighters first. If no firefighter is available the position will be filled by "Mandatory Overtime" as currently outlined in District Administrative Guideline A3206.
- H. The District further agrees that if attendance is required for District meeting's, Special committee or any other approved meeting's or activities on a employees off time, the employee will be compensated with compensatory time computed at a rate of time and one-half (1 1/2).
- I. Fire Officer's will be compensated for Officer's meeting's at overtime rate for the first hour, any further hours will be compensated with compensatory time computed at a rate of time and one-half (1 1/2).
- J. If any fire within the Township of Bordentown is placed in an "All Companies in Service" status, any member(s) who is recalled to duty as outlined currently in District Administrative Guideline A3206 and will be compensated in the manner set forth in Section B of this Article.
- K. Members shall be compensated at the rate of time and one half (1 ½) for all required court or job related function(s) with a minimum of two (2) hours while not on normal duty shift(s).

Board



IAFF



- L. For emergent conditions or non-scheduled leave where time consisting of two (2) hours or less is needed to cover a position, the position may be filled in any manner approved by the Chief or Captain.

Article 13

Vacation Leave

- A. Yearly vacation hours shall be provided in the manner set forth below in table 12-a:

Table 12-a

1. Beginning year Year 1 - 4	144 hours
2. Beginning year Years 5 - 9	216 hours
3. Beginning year Years 10 - 14	240 hours
4. Beginning year Years 15 - 19	264 hours
5. Beginning year Years 20+	312 hours

- B. Vacation requests submitted before January 31st shall be granted based on seniority. All vacation requests submitted after January 31st shall be granted based on a first come first serve basis.
- C. Employees shall not be required to request vacation leave for periods they are not normally scheduled for.
- D. If an employee's shift assignment is changed during the calendar year that results in a change in the employee's regular days off, the employee shall not be denied any vacation leave that conflicts as long as the employee updates and/or submits new leave requests within one (1) week of notification of the shift change.
- E. The one (1) week notification time starts on employee's first (1st) on-duty shift of notice; notifications shall not be made to any employee while he/she is off-duty unless determined emergent.
- F. All yearly vacation and personal days must be completed prior to December 31st of each year. Any request to carry vacation days over to the next year must be forward in writing to the Shop Steward prior to the November board meeting.
- G. Any vacation days and personal days carried over to the following year must be used by June 30th of that year or the time will be lost, unless approved by the Commissioners.

- H. Any member that seeks to carry over any vacation days not used in a given calendar year must receive approval from the District to carry over said days. The employees request to carry over vacation days shall not be unreasonably denied.
- I. If an employee is injured in the line of duty preceding his/her scheduled vacation, he/she shall not be penalized and the employee will be allowed to reschedule his/her vacation.
- J. If a member postpones his/her vacation due to his/her illness or due to the illness of any family members prior to or during his/her vacation, a doctor's certificate shall be required prior to the approval of such rescheduling of said postponed vacation.
- K. One (1) vacation day shall constitute one (1) duty shift for all members. Vacation time may be used in any increment needed whether it is a whole shift, half shift or based on individual hours.
- L. For the purpose of calculating seniority, service pursuant to a temporary appointment, shall not be included, but service pursuant to a probationary appointment shall be included.
- M. New hires shall have vacation hours pro - rated.

Article 14
Personal Days

- A. Each member of the IAFF will be given 72 hours of personal leave. Personal days may be used in any increment needed whether it is a whole shift, half shift or individual hours.
- B. Personal leave is provided and intended to be used for the purpose of conducting personal business and shall be taken as needed, but with at least two (2) hour notice prior to the start of the scheduled shift unless an emergent situation arises during the shift.
- C. No more than one (1) member per shift shall be allowed to use personal time at a time, unless an issue arises in an emergency situation.
- D. Personal time shall be used by December 31st of each year. Any request to carry personal days over to the next year must be forwarded to the Commissioners by the November board meeting. Any personal days carried over to the following year must be used by June 30th of that year or the time will be lost, unless approved by the Commissioners.
- E. New hires shall have their personal hours pro-rated.

Article 15
Compensatory Time

- A. Training - Each member shall be compensated at their regular rate of pay or in compensatory time computed at regular rate of time when off duty.
- B. Overtime - Employees shall be compensated for overtime or compensatory time computed at a rate of time and one-half (1 1/2) based on their normal work schedule for any duties performed above normal work hours or days.
- C. Meetings - District meetings, Special committee or any other approved meetings or activities approved by the District on a employees off time shall be compensated for overtime or compensatory time computed at a rate of time and one-half (1 1/2) based on their normal work schedule for any duties performed above normal work hours or days.
- D. Pertaining to Sections B the employee will be allowed to choose the manner in which they will be compensated.
- E. The District further agrees that employees shall be entitled to maintain and/or carry a maximum amount of seventy - two (72) hours per year.
- F. It's the employee's sole responsibility to complete his/her Compensatory Time Earn Request form out completely. Please refer to Appendix D on page 72 of this Agreement.

Article 16
Sick Leave and Disability

- A. Each employee shall receive 168 hours of sick time per year, regardless of the employee's length of service with the District. Sick time shall accumulate each year and each employee shall be paid for up to one half (1/2) of their accumulated sick time upon retirement from the District, up to maximum \$12,000.
- B. Payment for accumulated sick leave shall be calculated by dividing the highest base salary attained by that employee at the time of retirement or termination of the employee (excluding overtime) by fifty-two (52). Said calculation will arrive as a weekly rate, which shall then be divided by fifty-six (56). Said calculation will arrive at an hourly rate, which shall be multiplied by fifty percent (50%) of the accumulated sick time, thereby arriving at the amount of the lump sum payment to the employee, not to exceed \$12,000.
- C. For all employees, unused sick leave shall accumulate without limitation from year to year of employment.
- D. An employee may use sick time for any of the following reasons. None of which will be construed to limit the employee's rights under Federal and State laws and regulations:
- E. Personal Illness or Personal Incapacity
 - a. To such as extent as to render the employee unable to perform his/her duties adequately; or
- G. Leave For Family Members
 - a. Members may use (120) hours sick leave to care for a family member if they have major surgery or critical/terminal illness.
 - b. Notification of this event must be made through chain of command, an, with as much notice as is reasonably possible.

- c. Family members covered under this provision are the members; spouse, significant other, domestic partner, child, parents, and brothers and sisters.
 - d. Significant other - Girlfriend/Boyfriend (Living in same residence), Fiancé.
 - e. All family leave will follow Federal (FMLA) and State (FLA) Laws.
- H. Child Birth
- a. All members of the bargaining unit are entitled to use up to (120) hours for the birth of a child. This will include those hours from the day of hospitalization forward. Any work days within this period will come from the members' sick leave.
- I. Employees are subject to disciplinary action by the District for willful, malicious and negligent use of sick leave.
- J. If an Employee is injured while in the line of duty or if the employee sustains an illness directly related to their job duty or suffers a work related injury or disability, they shall be granted a leave of absence with full pay for any lost time from work, provided the injury or illness. Said sick leave will not be chargeable under these regulations.
- K. An Employee may be required to present evidence by a certificate of an authorized physician that he/she is unable to work and the Commissioners may reasonably require said employee to present such certificates from time to time.
- L. For the purpose of this Article, injury or illness incurred while the employee is attending a training program sanctioned by the District shall be considered in the line of duty.

- M. If a line of duty injury requires time off for treatment, recuperation or rehabilitation, that time shall not be construed as chargeable time under the sick leave regulations.
- N. Sick time may be used in any of the following increments: full day, half day or based on any increment of hours.
- O. Employees returning from an authorized leave of absence, as set forth above, will be restored to their original job classification and shift at the appropriate rate of pay with no loss of seniority or other employee's rights, privileges or benefits.
- P. Any District employee who reports to duty and subsequently reports off duty for illness will only be charged against sick time for those hours not actually worked.
- Q. Any member claiming a work related injury must notify the District within twenty-four (24) hours of the incident when the injury occurred and complete the District Form 32-15 Firefighter Injury / Acute Illness Investigation & Review Form.

Article 17
Sick Leave Incentive

- A. Any employee not using sick leave for a full calendar year may receive compensation in the first payroll of the next year in an amount equal to forty-eight (48) hours pay. Such employee shall have that amount deducted from his/her sick bank for that year and the balances of his/her sick leave for the year accumulate.
- B. Any employee utilizing the equivalent in hours of one or less of his/her sick days for a full calendar year may receive compensation in the first payroll of the next year in any amount of twenty-four (24) hours pay. Such employee shall have that amount deducted from his/her sick leave bank for the year and have the balance accumulate for that year.
- C. Request for payment of the sick leave incentive shall be made at the December Board meeting. The Board shall pay the employee in the first paycheck of the following year.

Article 18
Injury Leave

- A. If it is determined by the District's Worker's Compensation company or by a Worker's Compensation Judge that an employee is to receive temporary disability benefits under the Worker's Compensation Act, then the District shall pay the employees full salary, minus whatever Worker's Compensation Temporary Disability Benefits the employee receives, until Worker's Compensation Insurance Company or Worker's Compensation Court determines that the employee is physically able to return to work or the employee has reached "maximum medical improvement" and is unable to perform the duties of firefighter at which point the payments/benefits will cease. Said payments shall not exceed one (1) calendar year.
- B. Employee is responsible to report his/her progress directly to the Chief on a by-weekly basis.
- C. It's the employee's responsibility to strictly follow the treatment plan prescribed by Workers Compensation. If employee feels he/she is receiving inadequate treatment he/she must immediately report to the Chief to discuss possible alternatives.
- D. If employee requires additional time for full recovery with the end result that the employee will return to full duty the Board and the Union will be notified by the employee with complete documentation from treating physician, and given a full medical release of any/all medical records to the BOFC pertaining to injury. This must be presented to the BOFC within (30) days notice before the end of the one (1) calendar year. Once these terms are met by the employee an extension of this benefit can be resolved by the parties.

Board Bord IAFF A


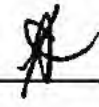
- E. Any action taken while off duty must be reported to the District within twenty-four (24) hours.

Article 19
Holidays

- A. The District agrees to Recruit Firefighters initial working test period will follow Section F & G of this Article.
- B. All employees who are scheduled to work a holiday and elect to take any vacation or personal time for that day will forfeit the holiday pay equal to the amount of hours taken off during the holiday. The deduction will be divided by the number of remaining pay periods for the year, in member's bi-weekly paycheck.
- C. Employees who are scheduled to work a holiday and utilize sick time for that day must provide a note from a physician or medical facility showing treatment dated for the holiday. This note must be presented upon returning for work on the first shift worked after the holiday. Failure to provide said note shall result in the forfeit hourly pay equal to the amount of hours taken off during the holiday. The deduction will be divided by the number of remaining pay periods for the year and deducted from the employee's bi-weekly paycheck.
- D. For purpose of this Agreement, the following days shall be considered holidays: New Years Eve, New Years Day, Memorial Day, Independence Day, Thanksgiving Day, Christmas Eve and Christmas Day.
- E. A designated holiday shall commence at 7:00 a.m. on the day of the listed holiday and shall conclude at 7:00 a.m. the day following the listed holiday.
- F. ~~The District agrees to pay the recruit firefighter, in addition to their regular base salary additional compensation in the amount of ten (10) hours of holiday pay for any holidays worked during initial working test period.~~

- G. Any "Recruit Firefighter" as described in Article 11 using sick time on a listed holiday shall be required to have a doctor's note upon returning to his/her next shift. If the employee fails to provide a doctor's note, he/she will forfeit the (10) hours of holiday pay, unless approved by the District.

Board

 IAFF 

Article 20
Military Leave

- A. Any employee who is called into active service, or who volunteers for service in any armed forces of the United States, shall be given a leave of absence in accordance with the provisions of N.J.A.C. 4A:6-1.11.

Article 21
Leave Of Absence

- A. Leave of absence without pay in the discretion of the District may be granted for good cause to any employee who has been employed for a period of ninety (90) days, after the one (1) year probationary period. The leave of absence will be limited to one (1) year
- B. During a leave of absence, the District will not be responsible to provide the employee with the benefits provided within this Agreement. However, if the employee wishes that coverage to be extended to him/her during that leave, the Board will provide said coverage. The fee for the coverage must be reimbursed by the employee prior to the Board being billed.
- C. The time period during a leave of absence will not be credited towards those employees' years of service.

Article 22
Separation of Employment

Upon separation of employment due to Intergovernmental Transfer (IGT), Intergovernmental Transfer Program (ITP), resignation or termination, the District agrees to pay employees for all unused vacation, personal or compensatory time. Current years' leave time will be pro-rated.

Article 23
Economic Benefits other than Salary

A. State of New Jersey Police and Fire Retirement System.

1. The District will provide pension and retirement benefits and contributions to all employees covered by the Agreement under the Police and Fire Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey.
2. Pension and retirement deductions shall be made from each employee's payroll in equal amounts over the course of the year and any unequal amounts which are deducted shall have a letter of explanation provided.

B. State of New Jersey Public Employees Retirement System.

1. The District will provide pension and retirement benefits and contributions to all employees ineligible for PFRS and shall be covered by the Agreement under the Public Employees Retirement System pursuant to provisions of the Statutes and Laws of the State of New Jersey.
2. Pension and retirement deductions shall be made from each employee's payroll in equal amounts over the course of the year and any unequal amounts which are deducted shall have a letter of explanation provided.

C. Medical Expenses

1. If any inoculations are offered to the public or Public safety officials from Burlington County, NJ Department of Health or other agencies, etc., IAFF members shall be permitted a reasonable amount of time off to receive these inoculations as long as adequate coverage can be provided.

D. Reimbursements for Expenses

1. Mileage: In the event a member of the IAFF is authorized to use his or her own vehicle for transportation, mileage shall be computed to and from the Fire Station, based on the Federal Standard of reimbursement.
2. Tolls: All members of the IAFF shall be compensated for all tolls and parking fees incurred while acting in any official capacity or while traveling to and from training class or approved events. Payment shall be made upon providing the District with receipts for said expense(s). The District will not pay for any parking tickets/fines or traffic violations.

E. Station Uniform Allowance: All members of the IAFF shall be provided a clothing maintenance allowance of \$650.00 per year. This shall be used to offset costs which members incur while maintaining their station uniforms. Payment shall be made in a one lump sum payment by a separate check along with the 1st payroll in July of each year which covers the current calendar year.

F. It is the Districts responsibility to replace all uniforms and equipment at no cost to the member as outlined in Tables 27-a, 27-b & 27-c.

- G. Personal Property: When any personal property of a member of the IAFF is lost, damaged or destroyed in the line of duty, the member shall be reimbursed for their repair or replacement of said item upon review and approval from the District. Approved items are listed in Section H. The District will document each claim and a copy will be placed into each employees personnel file for tracking purposes. This provision excludes any payment for lost, damaged or destroyed uniforms(s) while in the line of duty if the District agrees to immediately replace any uniforms(s) that is destroyed, lost or damaged in the line of duty.
- H. The following items and replacement costs have been agreed by the District and the IAFF. Any items that are not listed must be presented to the District for approval.
- Sunglasses \$50.00
 - Eyeglasses \$250.00
 - Contacts 1 Replacement Set
 - Cell Phone \$100.00 max for Insurance Deduct.
 - Misc. Tools \$100.00
 - Wristwatch \$30.00
- I. The District shall reimburse each member of the IAFF in the amount of fifteen dollars (\$15.00) bi-weekly for the use of the member's cell phone for District related business and for the District's ability to contact said members while off duty. If an employee is issued a cell phone by the District, that employee shall not receive any reimbursement payments.

Article 24
Health Benefits and Hospitalization

- A. The District shall provide, to all members of the IAFF and their families, hospitalization, prescription and sickness insurance under the New Jersey State Health Benefits Plan. The District shall also provide all members of the IAFF and their families with major medical benefits pursuant to the New Jersey State Health Benefits Plan.
- B. All employees will be required to contribute towards the cost of their medical and prescription drug coverage. Appendix Chart (A) will be the amount paid by each employee toward the plan premium. Premium for each employee will be based on the premium as of January 1, 2018 and will be in effect until December 31, 2020.
- C. Any changes to be made to the current health benefits plans and/or providers by the District shall be negotiated between the Union and the District prior to any changes. Changes made by the State of New Jersey outside of the Districts control may not be negotiated.
- D. Each employee shall have the right to opt out of the health insurance plan provided by the District. If any member(s) elect to opt out of the District's health insurance plan, said member(s) shall receive a stipend of 25 percent of the amount saved by the employer or \$5000.00 whichever is less for each year he/she elects to opt out of the District's health insurance plan. The payments shall be made in four (4) equal payments throughout the current year. Any member may, at any time, elect to enroll in the health benefits plan. It is, however, expressly understood that the member may have to wait until the health insurance carrier's open enrollment period as set forth in the health insurance carrier's plan, unless the member(s) meet any of the exceptions that would allow the member to enroll in the health insurance plan sooner.

Board

BMP IAFF P

- E. The District shall provide all members of the IAFF and their families with full dental coverage provided by Delta Dental Insurance Company in the following manner.

<u>2018</u>	<u>2019</u>	<u>2020</u>
50%	50%	50%

- F. The District shall reimburse members of the IAFF, upon presentation of appropriate receipts, with optical care, prescription lenses and/or glasses, up to a maximum annual payment of four hundred dollars (\$400) per employee annually.

Board



IAFF



Article 25
Maintenance of Benefits

The parties hereby agree that all benefits and terms and conditions of employment presently in effect for employees be maintained except where modified pursuant to this Agreement.

Board

 IAFF 

Article 26

Worker's Compensation Insurance

- A. The District shall maintain Worker's Compensation Insurance for employees pursuant to N.J.S.A. 34:15-1 et seq.
- B. The District shall maintain NJ State Disability Insurance for all District employees.

Article 27
Uniforms and Firefighting Equipment

- A. All current and new members shall be provided at no cost all Station uniforms and Firefighting equipment as outlined in Tables 27-A & 27-B below.
- B. It is the Districts responsibility to replace all uniforms and equipment at no cost to the member. Any member who needs to replace any District issued uniform or equipment shall do so in writing to the District. All uniform and firefighting equipment must meet PEOSH Standards.
- C. All members of the IAFF who have completed one (1) year of service with this District shall be provided a Class A dress Uniform as per the current specifications as outlined in Tables 27-C below. Any member wishing to purchase a Class A dress Uniform prior to completing one (1) year of service may do so, and he/she will be reimbursed upon completion of his/her first year of service.
- D. The District shall assume all cost(s) for any change(s) in style and/or type of uniform or equipment provided to members. The District also agrees to assume all costs for uniforms and/or equipment needed by members who are promoted or demoted to a higher or lower rank.

Table 27-A
Station Uniforms

- 3 - Long Sleeve Blue Uniform Shirts
- 3 - Short Sleeve Blue Uniform Shirts
- 4 - Blue Station Uniform Pants
- 2 - Blue Embroidered Station Job Shirts
- 2 - Blue Embroidered Sweatshirts
- 1 - Embroidered Winter Jacket
- 1 - Black Uniform Belt
- 2 - Uniform Badges
- 5 - Long Sleeve Cotton T-shirts
- 5 - Short Sleeve Cotton T-shirts
- 2 - OSHA approved Station Boots (1 winter boot, 1 summer boot)
- 2 - Golf style Embroidered Shirt

Table 27-B
Firefighting Equipment

- 1 - Approved set of Structural Firefighting Gear
- 1 - Pair of Leather Structure Approved Boots
- 1 - Cairns Leather Helmet (Model- Sam Houston)
- 1 - Set of Structural Fire Gloves
- 1 - Set of Leather Rescue Gloves
- 1 - Gemtor Rescue Belt
- 1 - Sterling F 4 Personal Escape System

Table 27-C
Full Dress Uniform

- 1 - Hat with Hat Badge
- 1 - Dress Uniform Jacket
- 1 - Dress Uniform Pant
- 1 - Dress Uniform Shirt (Long Sleeve)
- 1 - Dress Uniform Belt
- 1 - Pair of Dress Uniform Shoes
- 1 - Uniform Tie
- 1 - Engraved Name Plate

Article 28
Education and Training

- A. It is understood and agreed by the District that employees shall be paid for any costs and time associated with attending any training and/or courses that are approved or required by the District.
- B. The District will pay for any tuition associated with attending college courses that are successfully completed by the employees which lead to a degree in Fire Science. The employee agrees to reimburse for each year of tuition payments that the District has paid to the employee if the employee fails to continue employment with the district for a period of two (2) years upon completion of the program. Employee must obtain a "B" or higher to be reimbursed by the District unless the District approves a lower grade due to unreasonable circumstances.
- C. Employees intending to enroll in college to receive their degree in Fire Science are required to notify the District in writing sixty (60) days prior to enrollment, including a tentative timeline of completion.
- D. The District shall not deny this request without just cause, in the event the District intends to deny employees request written notification will be made to the employee and the Union, and parties will schedule a meeting to discuss the reason of denial.
- E. It is agreed by the District that any member who holds a certification(s) as an Emergency Medical Technician, Fire Inspector/Fire Official, Fire Instructor, or any other required certification(s) will be compensated for all CEUs re-certification courses with either compensatory time off or at their regular rate of pay for said hours and reasonable traveling time. The member

will be allowed to choose the manner in which they will be compensated.

- F. Each member shall be compensated at their regular rate of pay or in compensatory time when off duty up to one-hundred (100) hours to attend any fire related course(s) offered by any approved fire academies, state agencies or other associations.
- G. Minimum state mandatory recertification hours are not included in the above-listed Section D of this Article.
- H. Any additional training required by the District or requested by the employee above the one-hundred (100) hours set forth in Section D of this article must be approved by the District to receive any type of compensation of either regular or compensatory pay.
- I. Any mandatory training which an employee is required by the District to attend on an employee's day off will be compensated with either overtime rate or compensatory rate computed at a rate of time and one-half (1 1/2). The member will be allowed to choose the manner in which they will be compensated.

Article 29
Salaries
Salary Chart

	<u>2018</u>	<u>2019</u>	<u>2020</u>
Firefighter 1	\$41,004.71	\$41,824.80	\$42,661.30
Firefighter 2	\$45,815.02	\$46,731.32	\$47,665.94
Firefighter 3	\$49,186.64	\$50,170.37	\$51,173.78
Firefighter 4	\$55,406.02	\$56,514.14	\$57,644.42
Firefighter 5	\$60,712.67	\$61,926.92	\$63,165.46
Firefighter 6	\$65,040.93	\$66,341.74	\$67,668.58
Firefighter 7	\$75,905.29	\$77,423.39	\$78,971.86
Lieutenant	\$88,010.93	\$89,771.14	\$91,566.57
Captain	\$98,387.51	\$100,355.26	\$102,362.36

Lieutenant promotion will be based upon a minimum of 10 % above Firefighter 7.

Captain promotion will be based upon a minimum of 10% above Lieutenant.

Non-Certified Firefighters: Any employee hired by the District not currently holding a NJ Firefighter 1 Certification will have a \$5,000.00 reduction in base pay; this must be completed within one (1) year of academy start date.

Board

 IAFF 

Non-EMT Firefighters: Any employee hired by the District not currently holding a NJ EMT Certification will have a \$5,000.00 reduction in base pay, this must be completed within one (1) year of academy start date if certified NJ Firefighter 1, employee has one (1) year after he/she receives NJ Firefighter 1 certification to obtain NJ EMT certification.

Firefighters in step 1 as of December 31, 2017 will move to step 2 January 1, 2018 and shall keep original anniversary date.

Firefighters in recruit step as of December 31, 2017 will move to step 1 on January 1, 2018 and shall keep original anniversary date.

Article 30**Employee Representation**

Representatives of the IAFF/PFANJ, who are not employees of the Fire District, will be permitted reasonable visitation with employees during working hours at their work station for the purpose of discussing IAFF matters. The Commissioner in charge will not deny the request provided that adequate notice is given and it doesn't interfere with normal operations.

Article 31

Bereavement Leave

- A. Bereavement Leave is provided to firefighters for the purpose of handling necessary funeral arrangements and attendance at the funeral of immediate family members. Firefighters are encouraged to return to their assigned duties as quickly as possible, under the circumstances, in order to minimize the interruption of the mission of the District. Firefighters are also encouraged not to abuse the intent of bereavement leave and may be required to inform Management of the firefighter's relationship with the deceased. Proof of death may be requested upon return to duty.
- B. A firefighter shall be excused from assigned duties without loss of pay for up to a maximum of (3) consecutive working shifts due to the death in the firefighter's immediate family or firefighter's immediate family, commencing from the day of death. "Immediate family" means a firefighter's spouse, significant other, domestic partner, child, legal ward, grandchild, foster child, father, mother, legal guardian, grandfather, grandmother, brother, sister, father-in-law, mother-in-law, and other relatives residing in the firefighter's household.
1. Significant other - Girlfriend/Boyfriend (Living in same residence), Fiancé.
- C. In special situation where requests are deemed to be reasonable, time off may be extended for a period of up to four (4) working shifts. In construing this Article, the Commissioners will give due consideration to the circumstances of any employee who has an out-of-state death in the family.
- D. Members may use up to three (3) sick days upon the conclusion of the last day used of bereavement leave.
- E. In the event of the death of a member of the Fire Department, the family shall have the right to retain the member's Class A uniform, helmet and badges for burial, along with any earned awards.

Article 32
Safety Clause

A. Safety Committee

- a. The District will establish a safety committee for the benefit of health and welfare of all fire personnel. This committee will include one (1) member of the union. The appointed members will be mutually agreed upon by the Chief, Chairman and Union President. The appointment will be concurrent with the term of the Union President.
- b. This committee will discuss all matters relating to safety, as well as the purchase or refurbishing of fire apparatus, specifications for firefighting turnout gear and uniforms, and the purchase of firefighting and emergency medical equipment.


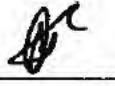
B. Safe Staffing

- a. Staffed Company: The apparatus will be staffed by four (4) employees consisting of one (1) fire officer and three (3) firefighters and have a minimum staffing of three (3) employees consisting of one (1) fire officer/acting officer and two (2) firefighters assigned at all times.

Article 33
Personnel Files

- A. The District shall only maintain one (1) employee personnel file. Employees shall have the right to examine their personnel file two (2) times a year. Employees shall have the right to rebut any derogatory materials included in their personnel file.
- B. No reasonable request to review a file shall be refused.
- C. Employees are, however, required to provide reasonable notice to the District to review their personnel file.
 - a. An employee shall only be allowed to review his/her personnel file during regular business hours.
- D. The District shall maintain a log that indicates when a personnel file has been reviewed.
 - a. The log shall provide information concerning who reviewed the file and whether any materials have been removed or photocopied.
 - b. The log shall be maintained within the member's personnel file at all times.

Board

 IAFF 

Article 34

Statutory and Legal Rights

- A. Nothing contained herein shall be construed to deny or restrict the District or the employees from the exercise of its or their rights under R.S. 34:13A, R.S. 40, 40A or any other National, State, County or Local Laws or ordinances pertaining to the employees and district covered by this Agreement.

Article 35**Jury Duty**

- A. Any firefighter who loses time from the job because of jury duty as verified by the Clerk of the Court shall be paid by the District subject to the following conditions;
- a. The firefighter must notify his/her supervisor immediately upon receipt of a summons for jury service;
 - b. The firefighter has not voluntarily sought jury service;
 - c. The firefighter is not attending jury duty during vacation and/or other time off from the District employment;
 - d. The firefighter submits adequate proof of the time served on the jury.
- B. If a firefighter is released from Jury Duty and the regular end time of the firefighter's assigned shift has not passed, the firefighter is to immediately report to the firehouse to finish tour. If a firefighter is released from jury duty and the regular end time of the firefighter's shift has passed, the firefighter is to contact his/her supervisor.

Article 36
Court Appearance

- A. Any firefighter required to appear in court proceedings due to circumstances that arise from their service with the District shall do so without loss of pay for the period spent in court proceedings and shall receive applicable travel expenses. This provision shall not apply to internal departmental disciplinary matters.
- B. With respect to internal departmental disciplinary action matters, all firefighters whether the subject of disciplinary action or attending as a witness for any party shall be released from duty, if on duty, to attend the departmental disciplinary matter for the amount of time necessary for their appearance. Any firefighter attending an internal departmental disciplinary matter at the direction of the District while off duty, shall attend and be awarded overtime compensation by the District for all hours spent. Any firefighter attending the departmental disciplinary matter at the request of the District shall have all attendance time whether on or off duty considered "hours worked", and shall be compensated in accordance with this Agreement.
- C. With respect to internal departmental disciplinary action matters, if the subject of disciplinary action is on no-pay status they will receive no compensation.

Article 37
Retirements

- A. Firefighters intending to retire shall notify Management of this decision at least six (6) months before the retirement is to become effective. This notification provision shall not apply to any firefighter that retires because of a condition not known or reasonably foreseen by the firefighter.
- B. The District shall provide members of the IAFF and their spouse & family with health and prescription coverage under the New Jersey State Health Benefits Plan upon retirement, provided said member retires with the required amount of years set forth by NJ PERS or NJ PERS.
- C. Once the retiree attains the age of sixty-five (65), Medicare will become his/her primary coverage and the New Jersey State Health Benefits Plan will provide secondary coverage. Once the retiree's spouse attains the age of sixty-five (65), Medicare will become his/her primary coverage and the New Jersey State Health Benefits Plan will provide secondary coverage.
- D. In the event of retirement in good standing the firefighter shall have the option of using all accrued vacation, personnel, or other compensatory credits leave prior to the effective date of retirement, or of receiving a lump sum payment at retirement.
- E. Sick time shall accumulate each year and each employee shall be paid for up to one half (1/2) of their accumulated sick time upon retirement from the District, up to maximum \$12,000.



Board  IAFF 

- F. If a firefighter is due the cash value of accrued time, that firefighter will inform the Board of the intended retirement by October of the year prior to retirement so the Board may budget for the payment. If a member, due payment for accrued time, fails to inform the Board as indicated above, the member will receive payment for accrued time in the budget year subsequent to retirement. Firefighters retiring due to a disability will receive payment for accrued time at retirement.
- G. In the event of retirement in good standings the firefighter will be issued a photo identification card marked "Retired" with no expiration date. The firefighter will be permitted to retain possession of his Class A uniform and issued helmet.

Article 38
Death Benefits

- A. Upon the death of a firefighter, if the firefighter's qualified dependant(s) was covered under the District's health, prescription and dental programs, the District shall provide the firefighters surviving family members, defined as spouse, pregnant wife and legal dependant, with coverage at the districts expense for a period of not to exceed six (6) months. After that time, the cost of that coverage shall be the responsibility of the qualified dependant(s) under the terms and conditions under the federal law known as the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA"), as amended from time to time. Proper COBRA notification shall be provided by the District or their designee to the firefighters qualified dependant(s) of the COBRA continuation rules and regulations.
- B. In the event of death of a firefighter while in the employment of the District, the District shall pay the estate, legal representative of the employee or beneficiary as designated on the firefighters pension enrollment form, a lump sum equal to the cash value of all accrued vacation, personnel or other compensatory credit, and also the sum of fifty percent (50%) of the firefighters unused sick time. Cash value shall be defined as the hourly rate of pay earned by the firefighter at the time of his/her death multiplied by the total number of leave hours defined above.

Board

 IAFF 

Article 39

Layoffs

- A. Any formal layoff taken by the Fire District will be done on the basis of seniority in accordance with the regulations of the New Jersey Civil Service Commission, N.J.S.A. 4A:8-1
- B. Any concession Agreements reached by both parties to avoid layoffs will be null and void if the District proceeds with any layoffs. The District will re-instate all concessions to the members in the event of layoffs.

Board

IAFF

Article 40

Maintenance of Standards

Except as modified by or provided elsewhere in this Agreement, all mandatory negotiable terms and conditions of employment shall be maintained upon execution of this Agreement.

Board  IAFF 

Article 41
No Strike Pledge

- A. The IAFF covenants and agrees that during the term of this Agreement, neither the IAFF nor any person authorized to act on its behalf will cause, authorize or support any strike (i.e. the concerted failure to report for duty or the concerted willful absence of a firefighter from his/her duties of employment) or other job action (concerted refusal to perform assigned duties) against the Board. The IAFF agrees that such actions would constitute a material breach of this Agreement.
- B. In the event of a strike or job action, it is covenanted and agreed that the participation in any such activity by any IAFF member shall be deemed grounds for disciplinary action.
- C. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to under the law or in equity for injunction or damages, or both, in the event of such breach by the IAFF or its members

Board

Bmd

IAFF

AP

Article 42
Retroactive Pay

It is understood and agreed by all parties to this Agreement that provisions in regard to salary and pay scales referred to in Article 29 of this Agreement will be retroactive to January 1, 2018.

Board

 IAFF 

Article 43
Term and Renewal

- A. This Agreement shall be in effect from January 1, 2018 through December 31, 2020, and shall remain in full force and effect until a successor Agreement is in place.
- B. Nothing herein shall be deemed to terminate the provisions of the Agreement prior to the parties executing a new Agreement that is to take effect as of the expiration date herein.

Appendix Chart- A
Health Care Payment Plan Chart

SINGLE COVERAGE

Step	% of Premium		Salary Range	% of Premium
FF1	12%		FF1	12%
FF2	12%		FF2	12%
FF3	12%		FF3	12%
FF4	15%		FF4	15%
FF5	15%		FF5	15%
FF6	15%		FF6	15%
FF7	15%		FF7	15%
LT	15%		LT	15%
CAPT	15%		CAPT	15%

EMPLOYEE + CHILD**Employee + Spouse**

Salary Range	% of Premium		Salary Range	% of Premium
FF1	12%		FF1	12%
FF2	12%		FF2	12%
FF3	12%		FF3	12%
FF4	15%		FF4	15%
FF5	15%		FF5	15%
FF6	15%		FF6	15%
FF7	15%		FF7	15%
LT	15%		LT	15%
CAPT	15%		CAPT	15%

FAMILY COVERAGE

Appendix B**SHOP 32****DUES DEDUCTION AUTHORIZATION FORM**

Chief MacFarland and Board of Fire Commissioners,

I hereby authorize Burlington County Professional Firefighters Association IAFF 3091 to have my union dues deducted from my wages at Bordentown Township Fire District #2 in the amount of \$60.00 monthly for a total of \$720.00 per year. If there are any special assessments or increase in dues, Local 3091 are authorized to notify Bordentown Township Fire District #2 of such special assessments or increase which my employer shall thereafter deduct from my wages as directed by Local 3091.

Please mail monthly dues checks to:

**Burlington County Professional Firefighters Association
IAFF Local 3091
P.O. Box 478, Hainesport, NJ 08036**

Name:

Home Address:

City, State and Zip:

Member Signature: _____ **Date:** ____/____/____

Shop Steward Signature: _____ **Date:** ____/____/____

Appendix C

COMPENSATORY TIME EARN REQUEST

EMPLOYEE NAME: _____

HOW TIME EARNED:

DATE: ____/____/____ HOURS WORKED: _____

TRAINING () OVERTIME () MEETING () SPECIAL EVENT () OTHER ()

PROVIDE INFORMATION:

AMOUNT OF HOURS ACCRUED: _____

EMPLOYEE SIGNATURE: _____

SUPERVISOR/COMMISSIONER APPROVAL: _____

TO BE COMPLETED BY PAYROLL OFFICER:

ENTERED IN FIREHOUSE SOFTWARE: ()

TOTAL COMPENSATORY HOURS BANKED: ()

SIGNATURE: _____

DATE: ____/____/____

COMMENTS:

Board _____ IAFF _____

**Bordentown Township Fire District #2,
Board of Commissioners**



Brian Schoen, Board Chairman

Date: Feb 5, 2019

**Burlington County Firefighters Association,
IAFF Local 3091**



Richard McIlwee, President 3091



Gregory A. Swanson, Shop Steward

Date: Feb 5, 2019